



December 20, 2001

Dr. Jan Wasowicz
207-2 Hamilton Street
Evanston, Illinois 60201

Re: Cognitive Concepts, Inc.
Dr. Jan Wasowicz
Agreement of February 19, 2001

Dear Dr. Wasowicz:

This will confirm several portions of our conversations over the past several weeks regarding the above-referenced matter. You have informed me that you are no longer represented by Lew Greenblatt and, consequently, this letter is sent directly to you.

Cognitive Concepts, Inc. ("CCI"), hereby confirms, and again iterates, its demand that you comply with the terms and conditions of the Agreement dated February 19, 2001 (the "February 19 Agreement"), by and between you and CCI. More specifically, and currently, CCI demands that you comply with the ongoing requirements of Section 5 of the February 19 Agreement, by immediately executing the documents previously presented to you regarding the inventions proprietary to CCI and known as: (i) DIAGNOSTIC SYSTEM AND METHOD, etc.; and (ii) ADAPTIVE AUDITORY PHONOLOGICAL APPARATUS, etc.

CCI also hereby confirms that, in light of your refusal to execute the documents referenced in the preceding paragraph, CCI intends to proceed, without your cooperation, with prosecution of the patent applications on the inventions at issue. Proceeding in that manner will include, but not be limited to, the filing with the U.S. Patent and Trademark Office of documentation outlining your failure and refusal to comply with your contractual obligations to CCI.

CCI also hereby confirms that it will look to you, by way of litigation in an appropriate forum if necessary, for damages stemming from your refusal to date, and from any continuing refusal in the future, to comply with the February 19 Agreement, including your refusal to execute the documents referenced in the first paragraph of this letter. Those damages will include, but not be limited to: (i) incremental attorneys fees and costs incurred in prosecuting the subject patent applications without your cooperation; (ii)

potential diminution in the value of CCI's intellectual property rights stemming from delay and/or incomplete documentation.

In addition, it has come to CCI's attention that your current company, Learning by Design, Inc., intends to soon publish and distribute the "SPELL" product. While CCI has not yet had an opportunity to review that product, it has reason to believe that it is or will be based upon patents, trade secrets and/or other intellectual property that are proprietary to CCI. Accordingly, It is CCI's position that the "SPELL" product is, or will be, an infringement of CCI's rights. Naturally, CCI will look to hold you, LBD and/or each other person or entity in the "SPELL" distribution chain responsible for the infringement, should "SPELL" in fact be distributed.

Finally, CCI also hereby reserves its rights against you and LBD. In particular: (i) CCI waives no rights or remedies that it may have against either you or LBD, by the sending of this letter or otherwise; and (ii) CCI reserves the right to initiate legal action against you to require specific performance of the February 19 Agreement, and against you and/or LBD with respect to the "SPELL" product.

We urge you to reconsider your position with respect to complying with the requirements of Section 5 of the February 19 Agreement, and to immediately execute the documents previously presented to you regarding the inventions discussed above.

If you have any questions or comments, or need any further information, please feel free to call.

Very truly yours,



Joseph J. Bogdan
General Counsel

JJB:jb

cc: Lewis B. Greenblatt, Esq.

EXHIBIT B
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